



STATE OF ARIZONA
DEPARTMENT OF EDUCATION
CONTRACTS MANAGEMENT UNIT

REQUEST FOR QUOTATION (RFQ)

RFQ REFERENCE NUMBER:

ED07-0020

Description: **Unarmed Security Guard for ADE Central/Palm Location**

OFFER DUE DATE: December 11, 2006

at 5:00 P.M. MST

DATE ISSUED: **November 28, 2006**

Submittal Location:

Arizona Department of Education
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

REPLY TO:

FAX: (602) 364-0598

Procurement Officer: Richard Adickes

Phone: (602) 364-2517

In accordance with A.R.S. §41-2535, the Arizona Department of Education's Contracts Management Unit is issuing this request for quotation for the materials or services specified. Offers will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. *Late offers will not be considered.*

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

Further, in accordance with A.R.S. §41-2535, if practicable, this procurement shall be restricted to small businesses. Quotations received from other than small businesses will be considered after the Procurement Officer determines that no small business has provided a responsible quotation.

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. 41-1001). Procurements estimated to cost less than ten thousand dollars shall be restricted to small businesses in accordance with A.A.C. R2-7-335.

Signature of Person Authorized to Certify Status as Small Business

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. ED07-0020

OFFER

The Undersigned hereby offers and agrees to furnish the service(s) in compliance with all the terms, conditions, specifications and amendments in the Solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person

Telephone Number: _____

Date

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer is hereby accepted. You are now bound to perform the services based upon your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED07-0020

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2006

Procurement Officer

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Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

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SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
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Overview

The Arizona Department of Education (ADE) has a need for uniformed, unarmed security guard services to regulate and restrict entrance to its offices at 2005 N. Central Avenue, Phoenix, AZ. One Security Guard is required to be on duty at all times, Monday through Friday, 7:00 AM through 5:00 PM, excluding State Holidays. The security guard shall be stationed at a predetermined location and shall act as the point of contact and information for visitors. Security personnel shall maintain a professional appearance and attitude and shall be fully capable of greeting and directing the public.

Requirements

1. Contractor

- A. The selected contractor shall provide professional, uniformed, unarmed security for the building located above. Twenty-four (24) hour contact numbers for company response is required. Voicemail is not acceptable. These phone numbers will be for normal business hours, after hours, weekends and holidays
- B. The Contract shall comply with all applicable statutes, rules, and guidelines issued or adopted by regulatory entities which have legal authority to address the provision of unarmed security guard services.
- C. The Contractor shall possess and maintain a current private security guard agency license issued by the Arizona Department of Public Safety (DPS), pursuant to A.R.S. Title 32, Chapter 26.
- D. The Contractor shall immediately report any DPS restrictions on its license or loss of its license to the Contracts Manager.
- E. The Contractor shall also possess a certificate issued by DPS for any of its branch offices.
- F. Each security guard shall have a registration certificate and identification card issued by DPS, and shall have their identification card in their possession while on duty. No guard shall be sent for duty without a current DPS Guard Card.
- G. As required by DPS, the Contractor shall perform a pre-employment criminal background investigation, which includes a fingerprint check, for each of its security guards, which is processed through the Federal Bureau of Investigation.
- H. The Contractor shall use a pre-employment and random drug-screening program for its security guards assigned to ADE.
- I. The Contractor shall provide a minimum of eight hours of pre-assignment training to all security guards, using the curriculum required by DPS.
- J. The Contractor shall ensure that all security guards applying for renewal complete eight hours of refresher training within ninety (90) days before submitting a renewal application to DPS, using the curriculum required by DPS.
- K. The Contractor and the assigned security guards shall be familiar with the laws relating to security guards and the rules of the Department of Public Safety for security guards (See the Arizona Revised Statutes site for A.R.S. 32-2601 through 32-2642 and the Arizona Administrative Code site for A.A.C. R13-6-01 through R13-6-19.
- L. The Contractor must possess a minimum of **five (5) continuous years' experience** providing security guard services.

SECTION 1 SCOPE OF WORK

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2. Guards

- A. Security personnel shall maintain a professional appearance and attitude. A professional appearance includes, but is not limited to daily a clean and ironed uniform shirt that clearly says "SECURITY" and uniform pants (no shorts), neatly trimmed beard or clean shaven appearance. Personnel shall be provided with uniforms and communications equipment by the contractor.
- B. Security personnel shall not make any personal phone calls while on duty.
- C. Security guards shall be physically capable of performing all duties, such as standing, walking, and sitting throughout the shift, and occasionally climbing stairs.
- D. In the event a guard is unable to cover a shift, another guard must be at the post within two hours with no exceptions. The Facility Manager shall be notified immediately when coverage is not available.
- E. Security personnel shall be responsible to report emergencies to the appropriate agency (e.g., police or fire department) by calling 911. Guards shall notify the Facilities Manager after calling 911. Guards shall assist emergency crews to reach reported emergencies and provide a written "after-action" report to the Facilities Manager immediately after the emergency is cleared.
- F. All Security Personnel shall exhibit the following qualities
 - 1) Ability to meet and deal tactfully with State personnel and the general public.
 - 2) Ability to understand, explain, interpret and apply rules, regulations and procedures.
 - 3) Be literate in the English language, both verbally and in writing. Possess the ability to write reports in English legibly, according to instructions, and in an understandable format.
 - 4) Ability to learn and adapt to changing situations.
 - 5) Ability to accept and respond positively to instruction and direction.

3. Post Orders

ADE will provide Post Orders, Exhibit 6.2, to guide the performance of Security personnel. These orders will contain complete duty instructions. All security personnel shall have access to these orders at all times while on duty. All security personnel shall be responsible for knowing the location of these written post orders and shall be familiar with their contents. The Post Orders will be upgraded from time to time as required and will be made available to Contractor and Contractor personnel at least 24 hours in advance of implementation. Emergency exceptions will be dealt with in person with notification to both Contractor and Contractor personnel as soon as possible.

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. ED07-0020

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
 - C. “Information Technology” means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the State in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

SECTION 2

SPECIAL TERMS AND CONDITIONS

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3. Insurance Requirements.

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage(s) below:

- (1) **Commercial General Liability**, with minimum limits of \$1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the *Insurance Service Office, Inc. Form CG25031185*, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Arizona Department of Education as an additional Insured with reference to this contract. The policy shall include coverage for:
 - (a) Bodily Injury;
 - (b) Broad Form Property Damage (including completed operations);
 - (c) Personal Injury;
 - (d) Blanket Contractual Liability;
 - (e) Products and Completed Operations, and this coverage shall extend for one (1) year past acceptance, cancellation or termination of the services or work defined in this contract; and
 - (f) Fire Legal Liability.
 - (2) **Business Automobile Liability**, with minimum limits of \$1,000,000 per occurrence combined single limit, with *Insurance Service Office, Inc. Declarations* to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the Arizona Department of Education as an Additional Insured with reference to this contract.
 - (3) **Workers Compensation and Employers Liability** Insurance as required by the State of Arizona Workers Compensation statutes, as follows:
 - (a) Workers Compensation (Coverage A): Statutory Arizona Benefits; and
 - (b) Employers Liability (Coverage B):

\$500,000 each accident;
\$500,000 each employee/disease; and
\$1,000,000 policy limit/disease.
- Policy shall include endorsement for All State coverage for state of hire.
- (4) **Professional Liability** Insurance with minimum limits of \$1,000,000 each claim (or each wrongful act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this Contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract and, at the discretion of the State of Arizona and the Arizona Department of Education, shall include one of the following types of Professional Liability policies:
 - (i) Directors and Officers;

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- (ii) Errors and Omissions;
- (iii) Medical Malpractice;
- (iv) Druggists Professional;
- (v) Architects/Engineers Professional;
- (vi) Lawyers Professional;
- (vii) Teachers Professional;
- (viii) Accountants Professional;
- (ix) Social Workers Professional;
- (x) Other (Specify profession from Scope of Work).

- (a) The State of Arizona and the Arizona Department of Education shall be named as an Additional Insured as their interests may appear.
- (b) The policy shall contain an Extended Claim Reporting Provision of not less than one (1) year following termination of the policy.

B. The State of Arizona and the Arizona Department of Education reserve the right to request and receive certified copies of all policies and endorsements within ten (10) calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona and the Arizona Department of Education shall be issued and delivered prior to the commencement of the work defined in this Contract, and shall identify this Contract and include certified copies of endorsements naming the State of Arizona and the Arizona Department of Education as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least 30 days prior written notice has been given to the State of Arizona and the Arizona Department of Education. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this Contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Arizona Department of Education may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Arizona Department of Education shall be repaid by the Contractor upon demand, or the State of Arizona and the Arizona Department of Education may offset the cost of the premiums against any monies due to the Contractor. Costs for coverages broader than those required, or for limits in excess of those required, shall not be charged to the State of Arizona or the Arizona Department of Education. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

3. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect for one (1) year, unless terminated, canceled, or extended as otherwise provided herein.

4. **Option to Renew Contract.** This Contract shall not bind nor purport to bind ADE and the Contractor for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one year increments or any portion thereof, not to exceed a total contracting amount of \$50,000 and a term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.

SECTION 2

SPECIAL TERMS AND CONDITIONS

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5. **Price Adjustments.** Prices shall remain as bid for the initial term of this Contract, though, after that initial term the Contractor may request a price adjustment for products or services delivered under this Contract. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, trade publications, and the Consumer Price Index. If the Procurement Officer and the Contractor agree to a price adjustment, it shall be effected through a written bi-lateral contract amendment. Price adjustments shall become effective upon signature of the Procurement Officer, or as mutually agreed, though, at no time, shall upward price adjustments be retro-active.
6. **Contractor's Obligation Regarding Confidentiality.**
- A. Due to the sensitive nature of the information maintained by ADE, the Contractor acknowledges that all information disclosed to it concerning ADE's operations during performance of this Contract shall not be disclosed to third parties without the ADE's prior written consent.
 - B. All proprietary information and all copies thereof shall be returned to ADE upon completion of the work for which it was obtained or developed.
7. **Supervision of Work.**
- A. The Contractor's employees may be supervised by ADE. The Contractor's employees shall observe the rules and regulations which ADE employees are required to observe, including, but not limited to, code of dress, attendance, holidays, parking, standard of behavior, etc.
 - B. Work performance of Contractor's personnel will be monitored by ADE. Those who fail to satisfactorily perform or who exhibit excessive absenteeism, may be required to be replaced pursuant to Section 8, Removal of Contractor's Employees.
 - C. All work shall be performed on ADE's property, however, with prior written approval, ADE may allow certain work to be performed off-site.
8. **Removal of Contractor Personnel.** The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. ADE may require that the Contractor remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.
9. **Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.
10. **Acceptance of Services.** Determination of the acceptability of work will be made by ADE. Work shall be completed in a responsible and professional manner and in accordance with the Statement of Work, schedules, test plans, or performance/operating standards which are incorporated in each work assignment.

SECTION 2

SPECIAL TERMS AND CONDITIONS

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11. **No Guaranteed Quantities.** The Contractor understands and hereby acknowledges that ADE makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under this Contract.
12. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
13. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
14. **Offshore Performance of Work Prohibited**
Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the quote.
15. **Federal Immigration and Nationality Act:**
The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

SECTION 3 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0020

1. **Incorporation by Reference:** The State of Arizona's Uniform Terms and Conditions, and Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Arizona State Procurement Office (<http://www.azeps.az.gov>) or by calling either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517. *It is the Offeror's responsibility to obtain the current revision of these documents.*
2. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.
 - C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).
3. **Required Information.** The following shall be submitted concurrent with and as part of the Quote:
 - A. Offer and Contract Award Form;
 - B. Section 4, Contract Administration;
 - C. Attachment 5.1, Prices;
 - D. Attachment 5.2, Offeror's References;
 - E. Attachment 5.3, Offeror's Organization;
 - F. Attachment 5.4, Sole Proprietor Certificate (if necessary); and
 - G. Solicitation Amendments (if any).
4. **Award of Contract.** Award of a contract will be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.
5. **Offer Format and Content.**
 - A. **One clearly marked original quote** shall be submitted. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the quote along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby.
 - B. To facilitate evaluation, the Quote must be specific, and complete to clearly and fully demonstrate the bidder has a thorough understanding of the requirement(s), can provide detailed information and relate experience concerning previous performance of similar services.
 - C. The Quote response shall include a signed copy of the Offer and Award Form and completed Attachments 5.1, 5.2, 5.3, and 5.4 (if applicable).

SECTION 3

SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

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6. **Evaluation and Selection.** Evaluation of offers may be accomplished as follows:
 - A. Step One. Initial review of quote to determine basic susceptibility for award of the Solicitation, where quotes will be reviewed to insure they include all required information.
 - B. Step Two. Evaluation of offer to assess the bidder's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
7. **Certificate of Insurance Form.** ADE recommends that the bidder consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 6.1. If the bidder wishes, it may submit a substantially similar Certificate of Insurance. If the bidder so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.
8. **Federal Immigration and Nationality Act:** By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

SECTION 4 CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0020

1. **Payments.** The Contractor will be paid upon the submission of proper invoices for the services performed. The Contractor shall submit invoices in two (2) copies. **The Contractor's invoices shall be submitted to:**

Arizona Department of Education
Accounts Payable
1535 West Jefferson Street, Bin #2
Phoenix, Arizona 85007

2. **Invoices.**

- A. The Contractor shall submit invoices, in the format provided by ADE, for work that has been performed in accordance with the contract terms and conditions and accepted by ADE within thirty (30) working days after providing the services. ADE shall pay the Contractor within thirty (30) working days of receipt of invoices, provided the invoices include the required information and supporting documentation.
- B. The Contractor shall invoice only for the actual services performed in conjunction with the requirements of the contract.
- C. Each invoice shall provide the following information, as applicable: contract number and purchase order number.

3. **Mailing of Payments.** Address to which payment should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

4. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

SECTION 4 CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

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5. The ADE representative to contact for technical matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.):

Michael Jones
Director, Building Operations & Distribution
1535 West Jefferson Street, Bin #49
Phoenix, Arizona 85007
Phone: (602) 542-3006
E-mail: Mike.Jones@azed.gov

6. The Procurement Officer named below will manage all contract administration matters. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007
Phone: (602) 364-2517
FAX: (602) 364-0598
E-mail: Richard.Adickes@azed.gov

**ATTACHMENT 5.1
PRICE SCHEDULE**

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0020

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Item Number	Unit	Description	Unit Price
001	Hour	Unarmed Security Guard services in accordance with the Terms and conditions of Section 1 <u>SCOPE OF WORK</u> and Exhibit 6.2 <u>POST ORDERS – 2005 N. CENTRAL AVENUE</u>	\$ _____/Hour
002	Hour	Overtime Rate	\$ _____/Hour

ATTACHMENT 5.2
SOLICITATION NO. ED07-0020

OFFEROR'S ORGANIZATION

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers.

		<u>YES</u>	<u>NO</u>
1.	<u>Administrative Agent</u>		
	Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<u>Civil Rights Compliance Data</u>		
	Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<u>Prior Felony Conviction(s)</u>		
	Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<u>Suspension or Exclusion from Federal or State Program(s)</u>		
	Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 5.2
SOLICITATION NO. ED07-0020

OFFEROR'S ORGANIZATION

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.
11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? _____

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

ATTACHMENT 5.3
SOLICITATION NO. ED07-0020

BIDDERS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1.	Company/Organization	<hr/>
A.	Address	<hr/> <hr/>
B.	Point of Contact/Phone #	<hr/>
C.	Description of Services and When Provided	<hr/> <hr/>
2.	Company/Organization	<hr/>
A.	Address	<hr/> <hr/>
B.	Point of Contact/Phone #	<hr/>
C.	Description of Services and When Provided	<hr/> <hr/>
3.	Company/Organization	<hr/>
A.	Address	<hr/> <hr/>
B.	Point of Contact/Phone #	<hr/>
C.	Description of Services and When Provided	<hr/> <hr/>

ATTACHMENT 5.4
SOLICITATION NO. ED07-0020



ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, AZ 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer Date

EXHIBIT 6.1**CERTIFICATE OF INSURANCE****CONTRACT NO. ED07-0020****VENDOR:****ARIZONA DEPARTMENT
OF EDUCATION****CONTRACTS MANAGEMENT UNIT****1535 WEST JEFFERSON, Bin 37****PHOENIX, ARIZONA 85007****(602) 542-6537**

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::		Company Letter	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES	
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury And Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)			
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)			
Necessary if underlying is not above minimum		Umbrella Liability			
Statutory Limits		Workmen's Compensation and Employer's Liability			
		Other			
State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.		It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.			
Name and Address of Certificate Holder:		Date Issued: _____ _____ Authorized Representative			

EXHIBIT 6.2
SOLICITATION NO. ED07-0020
POST ORDERS – 2005 N. CENTRAL AVENUE

GENERAL ORDER

The objective of the Security Guard is to safeguard personnel and State property. It is not intended that the guard place themselves in dangerous situations where they may suffer physical harm, but to immediately report all incidents to the proper authority for action or clarification, and to document all occurrences on the Daily Activity Report (DAR) form (Attachment 1). The guard is responsible for understanding and, when necessary, explaining the rules and regulations represented in these orders. Any replacement guard or individual providing temporary relief to the regularly scheduled guard shall also be responsible for knowing and abiding by these post orders.

HOURS OF OPERATION

The Security Post shall be manned from 7:00 AM to 5:00 PM Monday through Friday, except for State holidays.

ROUTINE DUTIES

1. Check to ensure that all ADE employees have their ID badges when entering the building. The ID badge must be on display at all times while the employee is working in the building. If an employee does not have their ID badge, they must sign in the Visitor's Log and receive a visitor's badge. (Note incident in Daily Log).
2. Require all visitors going to floors 2 through 7 to sign the Visitor's Log and determine who they wish to see. Of the visitor's arrival. The contact will pick up the visitor at the guard station. Provide the visitor with a temporary badge with the advice that it is to be worn at all times while in the building. When the visitor leaves, collect the badge and have them sign out in the Visitor's Log.
3. Respond to all emergency or illegal situations by notifying the appropriate authority and providing assistance within the limits of training, while not placing oneself in a situation which may result in physical harm to oneself or another individual.
4. Maintain the DAR. Sign in when assuming the post. Log all incidents during duty hours. If relieved at any time during duty hours, the relieved individual will sign out and the relieving individual will sign in. This procedure is also to be followed when resuming duties. At the end of the duty shift, sign out and deliver the completed DAR form to the on-site Facilities office.

FACILITY RULES AND REGULATIONS

1. All access requirements will be strictly followed
2. No person under the influence of alcohol or illegal substances will be admitted to the building.
3. The following items must not be brought into the facility unless properly authorized. Reasonable search may be requested and all suspected or actual violations immediately reported: alcoholic beverages or illegal (controlled) substances, guns, explosives or incendiaries in any form, poisonous or corrosive solids, liquids or gasses.

GROUND FOR DISMISSAL

Grounds for immediate dismissal and/or replacement of a guard include but are not limited to:

- Leaving assignment without proper relief for any reason
- Failure to report at the proper time
- Theft or pilferage
- Accepting any gift or bribe
- Accepting any fees outside of contract assignment
- Any act of cruelty or oppression toward anyone at the facility
- Communicating orders or information to those not authorized
- Conduct unbecoming a guard or prejudicial to discipline
- Drinking alcohol or use of illegal (controlled) substances, or being under the influence while on duty
- Enabling any person to secure stolen property

EXHIBIT 6.2
SOLICITATION NO. ED07-0020
POST ORDERS – 2005 N. CENTRAL AVENUE

False reports or lying
Sleeping on duty
Immoral or indecent behavior
Neglect of duty
Unnecessary harshness, violence, or use of profane language
Willfully or carelessly permitting violation of State or facility rules
Willful disobedience of orders

CONFIDENTIALITY STATEMENT

All guards will treat as confidential the official business, information and data contained in the facility. Any breach of confidentiality will be punishable under the laws of Arizona and treated as a class 5 felony. A signed (both guard and company supervisor) Information Non-Disclosure Agreement (Attachment 2) must be on file with ADE prior to a guard's first duty assignment.

ATTACHMENT 1

Daily Activity Report (DAR)

OFFICER: _____

DATE: _____ **SHIFT: From** _____ **to** _____

POST ASSIGNMENT: _____

General Incidents (Check Yes or No; Yes MUST be explained in Activity Log Area)

YES	NO	ITEM	YES	NO	ITEM
		Police Inquiries/Official Visit			Windows, Doors, etc. Unlocked
		New Instructions Received			Disturbances Occurred
		Violation of Fire Regulations			Offices Unlocked
		Other Fire Hazards Observed			Parking Violations
		Burned Out Lights			Property Damage
		Safety Hazard Observed			Rules/Policy Violations
		Thefts Committed			Suspicious Vehicle Observed
		Vehicle Unlocked			Other:

ACTIVITY LOG (7:00AM-5:00PM)

[illegible]

SUBMITTED BY: _____ RECEIVED BY: _____

ATTACHMENT 2

NON-DISCLOSURE OF INFORMATION AGREEMENT

PROCUREMENT CONTRACT #: ED07-0020

The purpose of this Non-Disclosure Agreement is to ensure that no information of sensitive or source sensitive in nature, which is obtained by virtue of participation in this contract, is disclosed by contract members or other persons, companies or organizations affiliated with this contract.

AGREEMENT

As a contractor/contractor employee, I, the undersigned agree that I will not disclose to any person, company or organization not participating in this contract any information discovered as a result of the work on this contract. No member of the contractor team may disclose information of which might, directly or indirectly, afford some person, company or organization a security access advantage. Such information shall include, but not limited to, information regarding discussions, and plans or decisions by team members of the contractor. In addition, the contractor will not disclose any information that pertains to internal agency communications regarding this contract, such as, but not limited to, security plans, budgeting information, or reports, technical analyses and recommendations, unless such release of information is authorized by appropriate state agency official.

NAME:	<hr/> <i>(printed or typed)</i>		
SIGNATURE:	<hr/> <i>(blue or black ink)</i>		
DATE:	Month_____ Day_____ Year_____		
COMPANY NAME:	<hr/>		
ADDRESS:	<hr/> City_____ State _____ Zip Code: _____ - _____		
TELEPHONE:	(____) _____ - _____	FAX:	(____) _____ - _____